

1901-045 Chancery Causes Milton V. Reese vs. J. M. Prichard
Lee Co.

Olinger, Bailey

CA-Debt
T-Property

-Deed
-Correspondence

To the Hon. H. A. W. Shuen, Judge of the
Circuit Court of Lee County:

Your orator Milton V. Reese, humbly
complaining, sheweth unto the court,
that on the 19 day of February 1889,
he sold and conveyed unto J. M. Prichard
a certain tract of land in the Crab Orchard
country of the said county of Lee, for
and in consideration of the sum of \$772⁵⁰,
twenty dollars of which was in hand paid
and the residue of \$752⁵⁰, was to be
paid in three equal instalments, ~~and~~
in six, twelve and eighteen months
respectively, and evidenced by three notes
or bonds, and a vendors lien was retained
on the said tract of land until the
entire purchase price was paid, as will
be seen by reference to the deed wherey
the said land was conveyed, a copy of
which deed is filed herewith, marked
exhibit "A", and is prayed to be read as
a part of this bill. The note or
bond which represented the installment
to be paid ⁱⁿ twelve ^{months} after date of conveyer
of said land, your orator avers has
never been paid; which bond for \$250⁰⁰
is herewith filed, marked exhibit "B", and is

prayed to be read as a part of this bill,
And whereas, the said bond has never been
paid, and whereas to secure the payment of said
bond, a vendors lien was retained on said
land, your orator is advised that the debt
represented by said bond is an equitable
lien on said land.

For-as-much therefore, your orator is reminded
save in a court of equity, he prays that
the said J. M. Prichard be made defendant-
to this bill, and required to answer the
same but not upon oath, ~~the~~ ^{oath} being hereby waived,
that proper process issue, ~~that~~ ^{the} said lands or
so much thereof as will suffice to satisfy
your orator's lien thereon and the costs of suit
and sale, be sold and the proceeds thereof
be applied to the payment of said costs
and lien; and that all other further and
general relief may be given, as in the
premises is just and right: And your
orator will ever pray, etc.

J. C. Noel p. q.

Milton V. Reese
vs Bill in Chancery

J. M. Prichard

1899. 1st October rules bill
filed Spa executed to

Deere Nisi

" 2nd October rules.

Nov Term 1899 Contd

March Term 1901 Deere
final see order Book
No 6 Page 511

Plffs Costs Defts Costs
Clerk \$4.94 recovered

Tax 1.50

J P 3.75

Costs 50

\$10.69

Clerk 2.80

Atty 15.00

J P 1.50

Co C 1.00

\$20.30

To the Honorable H.A.W.Skeen, Judge of the Circuit

Court of Lee County, Virginia:

The answer of J.M.Prichard to a bill exhibited against him in this Honorable Court by Milton V.Reese.

This respondent says that it is true that he purchased on the 19th day of February, 1889, from the Complainant the land in the bill and proceedings mentioned, at the price of \$772.50; that he paid down in cash on said day the sum of \$20.00 and executed his three several notes for the sum of \$250.83 ^{each} for the residue of said purchase price of said land, said notes due respectively in six, twelve and eighteen months from the date thereof.

Your respondent will now show your Honor that he paid the note which first became due, at or before the time when the same became due. The note which was to become due eighteen months after date was assigned and sold by the said complainant to one John M. Bailey, and this note was long since paid by your respondent, thus leaving to be settled the note which became due and payable twelve months after the date thereof, but your respondent avers that he has long since fully paid said last mentioned note, which payment your respondent will now state specifically: On October the 9th, 1889 upon a settlement of the note which first became due it was ascertained that your respondent had overpaid said note \$17.36, and this sum was there and then credited on the note here sued on; on the 11th day of November, 1889 respondent paid to the said complainant a pistol which is likewise credited on said note at the sum of \$5.00; on November the 14th, 1889 the said M.V.Reese gave an order to your respondent to pay D.Z.Parsons the sum of \$45.00, which said order your respondent accepted and paid in full on the 1st day of February 1890, all of which is more fully shown by said order, acceptance and receipt, which is herewith filed as part hereof marked "Ex 1". On the 6th day of July, 1889 W.P.Wood obtained a judgment against Arminta Reese, the mother of said Complainant, for \$12.81 with interest thereon from the 22nd day of January, 1889 till paid and

\$1.00 cost, this judgment was paid by your respondent at the request of said Complainant as follows, \$10.00 on the 22nd day of October, 1890, and the residue on the 16th day of June, 1891, the Judgment amounting on that day, principal, interest and cost to the sum of \$15.98, all of which is more fully shown by said judgment, 15.98 the credit endorsed, and the officers receipt written thereon which is filed herewith as part hereof marked "Ex 2"; on ~~February~~ ^{July} the 29th, 1890 your respondent paid to Mary J. Jones at the request of the said M.V. Reese the sum of \$100.00, \$53.00 of which was in payment of a note for that sum executed at the complainant's request to Tip Reasor, which \$53.00 went in settlement on the first note and the remaining \$47.00 was to be credited on the note here ~~re~~ ^{47.} sued on, all of which is more fully shown by the receipt of the said Mary J. Jones which is here filed as part hereof marked "Ex 3"; on July 11th, 1891 your respondent paid to the said Mary Jones for the complainant the sum of \$25.00 which is to be a credit on said 25.00 note sued on, which is also fully shown by said receipt herewith filed marked "Ex 4"; on the 19th day of February, 1889, the said M.V. Reese by written order directed your respondent to pay Luther Slomp the sum of \$12.50, this debt was afterwards paid by your respondent and at the time of payment with interest and costs accrued amounted to the sum of \$16.11 all of which is more fully shown 16.11 by said order which is herewith filed marked "Ex 5". The reason why costs accrued on said Slomp debt is because the said Slomp was not willing to wait until the money which your respondent owed the said Complainant became due and he sued out an attachment against the said M.V. Reese making your respondent a party thereto as garnishee, On April the 7th, 1892 your respondent paid the said M.V. Reese the 31.41 sum of \$31.41 in hay, being 4488 lbs. of hay at \$14.00 per ton of 2000 lbs., this is fully shown by the weigh bill herewith filed as part hereof marked "Ex 6"; some time before the purchase by your respondent a suit was instituted in the Circuit Court of Lee County for a partition of the lands among the Reese heirs of which your respondent's purchase was a part. In this suit considerable costs w

were incurred and on this costs your respondent paid for the said M.V.Reese the sum of \$14.26; on the 27th day of April, 1893 a suit was instituted in the Circuit Court of Wise County by Joseph T. Johnston and others claiming to be the heirs of John Johnston deceased and asserting title to one third of the land so purchased by your respondent from the said M.V.Reese, as well as asserting title to one third of the 62000 ^{acres} patent granted to John Johnston, Nathan Field and Nathaniel Taylor of which this tract of land so purchased by your respondent, is a part, and your respondent was compelled to pay and did pay the sum of \$13.39 in and about the defence of his title to said parcel of land, which said sum should be credited to him on said note, said suit being the assertion of an adverse claim to said land and is covered by the warranty of title contained in said deed, A copy of the writ in said cause is herewith filed as part hereof marked "Ex 7"; on the ____ day of ____ your respondent paid the balance of the Waddelle debt amounting, principle, interest and cost to \$13.98. This payment was made at the request of said complainant and pursuant to a judgment rendered against your respondent as garnashee; on June the 16th, 1891 respondent paid to C.B.Turner, constable the sum of \$7.23 on some of the debts, not now known which, which the said Turner as constable held for collection against the said M.V.Reese, and he files herewith as a part hereof a check for the same marked "Ex 8"; on November 26th, 1893. respondent attended said Complainant professionally and furnished him medicine amounting to \$0.75 which was to go as a credit on said note; and on January the 23rd 1899, he administered to the Complainant's wife medicine worth \$0.50 which he is willing should be credited on said note; on the 5th day of March 1889 complainant wrote to respondent that his mother owed Bury Olinger \$80.00 and requested respondent when the money became due to ~~the~~ complainant to pay that sum for him, and on the 19th day of February, 1890 in settlement of the same your respondent paid the said Olinger the sum of \$85.46, by giving to the said Olinger credit upon his account due your respondent for medical services, said

letter requesting said payments is herewith filed as part hereof marked "Ex. 9".

Thus it is clearly shown that your respondent has fully paid the whole and entire purchase price agreed to be paid by him for said lands, including the note sued on. It is not only shown that he has fully paid the same, but it is clearly shown that he has overpaid his indebtedness to said complainant at least \$80.00, and for this sum he asks a judgment against the said complainant.

Your respondent will further show your honor that the said complainant ought not to have and maintain this suit against him, for this reason, that the said complainant, with a view to evade the payment of taxes on the note ^{or bond} here sued on, has never made out and delivered under oath, or otherwise, to the commissioner of the revenue of his district, or to any other legally authorized authority, a list and statement as required by law, reporting said note or bond here sued on as a subject of ~~taxation~~ assessment and taxation under the laws of this state, and for this, if for no other reason, the said complainant is not entitled to a recovery against your respondent.

And now having fully answered said bill your respondent prays to be hence dismissed with his costs in this behalf expended.

C. F. Duncan,)
H. M. Goins,) p.d.
H. L. Woodward,

+++++

Acts 1897-8
 p 387.

J. M. Prichard
ad. of Answer.

Milton V. Reese.

Filed in open court
and by leave thereof
Novr the 17th 1899
A. B. Munsey Clerk

Mr. D. Reese, Plaintiff }
vs } In Chancery.
J. M. Prichard Defendant }

This cause came on this day to be heard upon the papers formally read in the cause and depositions filed therein and process executed on J. B. Olinger since the last term of the court making him a party to this cause, and was argued by counsel. Upon consideration whereof it appearing to the court that the defendant J. M. Prichard had over paid the plaintiff's note herein sued on, the amount of \$80., it is therefore ordered, adjudged and decreed that the plaintiff's bill be dismissed at his cost, and that said J. M. Prichard ^{reopen} from said Mr. D. Reese the defendant the sum of eighty dollars together with his costs by him in this behalf expended, for which execution may issue.

It is further ordered, adjudged and decreed that said J. B. Olinger be dismissed from this suit without costs to him.

And the cause is stricken from the docket.

Mr. D. Reese
vs. } in balance.
J. M. Prichard
Deceit Kinal.

Entered on C.C.B.
No 6. P 571.

Enter this decree

At New York
This March 4th 1901.

M. V. Reese Plff. }
vs } In Chancery,
J. M. Orichard, & ft.

This cause came on this day
to be heard upon the papers for-
merly read in the cause and
was argued by counsel; and,
on motion of defendants it
appearing to the court that
full justice could not be done
without the presence of J. B.
Olinger as a new party to
this cause, it is therefore or-
dered, adjudged and decreed that
the clerk of this court issue
process against said J. B.
Olinger making him a party
to this cause, and the cause
is continued.

Mr. V. Reese

↳ In chry.

J. M. Prichard

Reese

Entered on O.B. 6
P. 458.

Enter this decree

H. C. 15, sheet
this Nov. 15th 1900.

M V Reese

vs

J M Pritchard

On the calling of this
cause the defendant asked leave
to file his answer thereto, which
leave was granted him and his
answer was accordingly filed
to which answer the Plaintiff
replied generally and the
cause is continued.

M. V. Rusan

26- 3/4 Decade;

J. M. Pritchard

Entered on Chy
C. 73 No 6. P. 335.

Enter this decade

H. A. W. Shaw
Nov 17th 1899

1 The depositions of M.V. Reese, and
2 J.B. Olinger
3 taken before me J. D. Olinger a justice
4 of the peace for the County of Lee,
5 pursuant to notice hereto annexed, at
6 J.D. Olinger's dwelling house in the town
7 of Olinger in Lee County, Virginia on the
8 12 day of May 1900, between the hours
9 of 10 o'clock A.M. and six o'clock P.M.
10 To be read in ^{evidence} behalf of the the plaintiff
11 in a certain suit depending in the Circuit-
12 Court of Lee County, wherein M.V.
13 Reese is plaintiff and J.M. Prichard
14 is defendant.

15 Present: J.C. Nash Counsel for plaintiff.
16 and M.V. Reese, the plaintiff, in person.

17
18 M.V. Reese, a witness of lawful age, being
19 duly sworn, deposes and says as follows:

20 Ques. State your age, residence and occu-
21 pation?

22 Ans. I am 33 years old, my residence Olinger,
23 Va, and a farmer by occupation.

24
25 Ques. Are you the plaintiff in this suit?

26 Ans. I am.

27 I here hand you note or bond filed
28 with your bill of complaint, marked exhibit
29 "B". please state whether it is one of the
30 notes executed by J.M. Prichard to you, and
31 for the land sold him, and
32 whether the credit thereon is just? Also
if it is the note or bond claimed by you, to

be yet-unpaid?

It is one of the notes or bonds executed to me for the land mentioned in my bill of Complaint; and the one sued on by me is still unpaid; I do not know as to the credit on the note, as the note was left in my sister's hands, Mary Jones, for collection. But I am willing he should have the benefit of them, except the first credit of \$17.30, which is there by mistake.

Ans. In your bill of complaint you say that he executed to you three notes for deferred payments on the land sold him and mentioned and described in your bill of Complaint, one due in six, one in twelve, and one in eighteen months respectively, please state what became of the note that was due in six months from date, and also the one due in ~~two~~ eighteen months.

Ans. I sold the one due in 18 months to J. M. Bailey, and the one due in 6 months, was paid me by J. M. Prichard.

Ques. Please state how and when he paid you the note due in six months from date?

Ans. He paid me a horse valued at \$100.00, ~~dollars~~, merchandise at Big Stone Gap, \$17.30, and \$50.00, claimed to be paid by him for me to Alf. Slomp, and he executed his note to Tip Reason for me, for the sum of \$53.00. But he failed to pay the \$53.00 note to said Reason, and

I have since paid the same to the said Reesor taking up said note, which I herewith file as a part of my deposition marked "\$53". ~~He also~~

Ques.

You say in answer to question 3 that the \$17.36 credit on note sued on is a mistake, and should not be there. How do you account for same.

Ans

J. M. Prichard was to pay me \$20.00 in hand when the deed was executed, this he did not pay this, but afterwards he paid me the \$20.00, and the first note being left in Mary Jones hands, who is my sister, the \$20.00 was charged as a part payment on the first note. The horse at \$100.00, the goods \$17.36, the debt paid self slump, and the Reesor note of \$53.00, and the \$20.00, pays the first note and interest and leaves a balance of about the \$17.36.

Ques

J. M. Prichard in his answer, says he paid a judgment against Arminia Reese, your mother in favor of W. P. Wood, at your request, said judgment costs and interest amounting to \$15.78, and files said judgment in this case as an exhibit, marked "Ex 2". Please state whether or not you ever made such request of Mr. Prichard, and state whether the same is properly chargeable to you?

Ans

I never requested Mr. Prichard to pay said judgment, nor is the same properly chargeable to me, my mother had plenty of property, &

1 out of which said judgment - and costs
2 could have been made, and I have
3 always understood that he paid judgment -
4 for my mother, as a credit - upon his board
5 bill (as he was at that time boarding with her).

Ques. 7 I in the defendant's answer, he claims a credit -
8 of \$25⁰⁰, paid your sister Mary Jones, as of
9 July 11, 1891, and files her receipt, - as Ex. 4.
10 Is that - the same credit - as shown on back
11 of note of same date or another?

Ans. 12 It is the same credit.

Ques 14 The defendant - in his answer says he
15 paid for you to M. W. Slomp the sum of
16 \$16¹¹, upon your order to him, and files with
17 said Ans an order from you to him, requesting
18 him to pay M. W. Slomp \$12⁵⁰, marked "Ex 5".
19 Please state what you know about this.

Ans 20 I owed Mr. Slomp \$12⁵⁰ which was to be
21 paid in corn. Mr. Prichard sent the order
22 to me for me to sign. Stating that he could
23 satisfactorily settle with Mr. Slomp. I signed the
24 order sent me by Dr. Prichard, and returned
25 it to him and not to Slomp. Mr. Slomp
26 informs me that Prichard did not pay any
27 thing on said debt - but he got corn out
28 of my field for same according to my agree-
29 ment with him. My people also told me
30 that Slomp got the corn. I was away from
31 home, at the time. I do not believe that
32 the debt - was paid by Prichard, any way

I should not account to him for more than the face of the order, \$12.50.

Ques What do you know about the Geo. Parsons order for \$45.00, "Ex 1" of defendant's answer?

Ans It is a proper credit on the note.

Ques Defendant in his answer to your bill says that you are due him a credit for 4484 lbs of hay at \$4.00 per ton amounting to \$31.41 and files what purports to be a weigh bill for same marked "Ex 6." Please state whether it be a proper charge against you.

Ans It is not. I got two loads of hay, nearly a thousand pounds in each load, which I was to have at sixty cents per hundred. I hauled the hay to Slumps to be weighed. The weights do not show ~~the~~ any thing but the four draughts. I brought the ~~weigh~~ weigh bill to Prichard myself. The weights 916, 912, show the ~~net~~ weight of the hay, and the weights 1380, and 1280, show weights of wagon and hay together. This was brought back to show the net weight of the two loads of hay, and that I had paid for weighing the same. Slump charged 25¢ a draught for weighing, and there were four draughts, two of hay and wagon, and two of wagon alone, weight of wagon was deducted from total weight, thus showing net weight of hay. Prichard is due a credit of \$10.97 for the hay, less

one dollar paid by me at his request-
for weighing hay and wagon. Thus leaving
a credit due him for hay of \$9.97.

Ques

The defendant- in his answer to your bill
of complaint- says that- before he purchased
the lands from you, that suit- had been
instituted in the circuit court- of La. County
for partition of the lands among the Rees heirs
and that- suit- considerable costs accrued
against- you, and that- he paid for you
the sum of \$14²⁶. on said costs. Please
state whether the same be true, and whether
you authorized him to pay the same.

Ans.

I did not- authorize him to pay the said
costs, and further, he never even told me
that- he had paid the said costs, until
after this suit was brought, and the same
should not- be charged to me.

Ques

Defendant- alleges that- he also paid
\$13.³⁹ in and about- the defense of the title
to the land purchased, in the circuit court-
of Wisc in the suit- of Joseph T. Johnson
and others, and has filed notice of said
suit- marked "Ex. 7". Please state if it is
a proper charge against- you or not-?

Ans

I do not think it is. I was no party to the
suit, and had no notice of it, and besides Prichard
had title to other lands affected by said
suit. I should not pay for defending that title.

The defendant also says and charges that - he paid the Bal. of the Waddell debt - for you, amounting to \$13 ⁹⁸.

Please State whether this ^{sum} charge is just and properly chargeable to you.

ms

I think not; the \$53 ^{note} executed to Tip Ream covered part of Waddell debt; and the Bal. I paid to C. B. Turner myself, and took his receipt. - If Prichard paid any thing for me on that ~~same~~ debt, it was unauthorized and should not be charged to me.

2ues

Defendant alleges that - he paid for you on June 16, 1891, the sum of \$7 ²³, on some of the debts in C. B. Turners hands, for collection against you and Exhibits ^{a check} ~~which~~ for same marked "Ex. 8." as evidence thereof.

State what - you - know about - this.

ms

I know of nothing about - such a payment. - I know of no debt - he could have paid it on, except - it be one some of the debts or claims that - he already has charged to me. I did not - authorize him to pay it, and have received no credit for it on any debt I owed. that I have any knowledge of.

Defendant alleges that - on the 5th day of March you requested him to pay for ~~you~~ to bury Olinger the sum of \$800. and alleged that - he paid the same

1 and files a letter marked "Ex 9" which
2 he claims contains your order. Please
3 state what you may know about
4 this?

Ans. 5 I asked him to pay the debt- which
6 I and my Mother owed Olinger, represented
7 by note, and signed by us. I expected
8 him to lift- the note. But- if he did
9 pay it, he did not- lift- said note and
10 it is outstanding against- us to this
11 day and I will have the same to pay
12 again. Bury Olinger died a short-time
13 after I requested him to pay the debt, and
14 the note passed into the hands of J.B.
15 Olinger the father of Bury Olinger, and
16 his only heir at law, and the said
17 J.B. Olinger holds me and my mother
18 responsible for said debt, alleging that
19 he settled the account- of Bury Olinger
20 with Prichard, and paid the said
21 Prichard all that his son owed him.

22
23 Ques Did you authorize J.M. Prichard to pay,
24 W Mary Jones the \$532, which was represented
25 by the Tip Reaver note?
26 I did not. The debt- was due to Reaver
27 and I have paid it to Reaver myself.

28
29 Ques Have you ever made out- and delivered
30 under oath, to the Commissioner of the revenue of your District
31 a statement, reporting said note or bond
32

and on in this cause, as subject - for
taxation, and if not Please state why
you have not done so?

Ans I have not, because I thought from
Prichard's representations that the note
had about been paid, I had no thought
in doing so, to evade the payment of the
taxes on said note or bond, I have
been a non resident of the state until
within the last few years, and had till
I came back to Va. no way of ascertaining
whether he had paid the claims he
represented to have paid for me. Since
I came back I have repeatedly tried
to get Mr. Prichard to settle with me
but could not get him to make a
settlement. I am ready and willing
to pay any taxes that may be due on said
note as soon as it is ascertained what the
the balance due me on said note may be.
I will pay into court whatever tax the court
may say I should pay on said note,
and further this defendant says
not.

M. V. Reese

J. B. Olinger another witness of lawful
age, being duly sworn deposes and
says:

(Quest) Please state your age Residence and
occupation.

I am 75 years old, my residence Olinger

1 Va, and am a farmer.

2ms 2 Are you acquainted with M.V. Reese
3 J.M. Prichard, and Arminia Reese, mother
4 of M.V. Reese?

Ans 5 I am.

2ms 6 Were you in his life time acquainted
7 with Bury Olinger?

Ans 8 I was. He was my son, and he died
9 about Sept- 1889.

2ms 10 Do you know any thing of a note
11 or bond executed to said Bury Olinger by
12 M.V. Reese and Arminia Reese; for about
13 \$80.00?

Ans 14 I do, I have in my possession said note
15 which was originally for \$85.00, and it has
16 a credit thereon for \$5.00. The note fell
17 to me as the only heir at-law of Bury
18 Olinger, he having no children or widow,
19 I paid off all his debts, and took
20 possession of his assets, among which
21 was the note aforesaid.

2ms 22 Do you know any thing about a
23 settlement- between your son Bury and J.M.
24 Prichard, in which J.M. Prichard gave
25 your son credit on his account; for \$85.
26 46 in payment- of the Reese note above
27 referred to?

Ans 28 There was no settlement- of that kind.
29 After my son died, I asked Dr. Prichard
30 to make off his account, against- my son,
31 and I would pay it off. He said
32 he wanted a col- in Olinger, for it.

1 so I gave him a lot, and discharged
2 my sons account-with Prichard on that
3 way. I do not-know whether the
4 deed made to Prichard sets forth these
5 facts or not-but he was to have the
6 lot for the debt-my son owed him.

Ques

8 In J. M. Prichard's answer to to the bill
9 filed against him in this ^{case}, he says he
10 ~~settler~~ made a settlement-with your son
11 and on the 19 day of Feb 1890, and in
12 said settlement-gave him credit-for \$46,
13 46. Please state whether or not-^{there} it could
14 have been such a settlement-on that-date?

Ans

15 There could have been no such a
16 settlement-on that-date, for my son
17 Bury died on Sept-3 1889. Besides
18 I have heard Prichard say, since that-
19 time that the note held by me of my son,
20 and which is the Reese note above referred
21 to, had not been paid, and ^{he} has promised
22 repeatedly to pay me the amount of said
23 note, but- has never done so.

Ques

25 To whom are you looking, for the money
26 due on said note?

Ans.

27 I am looking to M. V. Reese and his
28 mother. I have no obligation from Prichard.

Attested-
over / do-
512.

29 And further this deponent-swears
30 not.

J. B. Thinger

Virginia Lee County Court:

I J. D. Olinger a Justice of the
peace for the County of Lee ^{and state} of
Virginia do hereby certify that the
foregoing depositions of M. V. Reese
and J. B. Olinger were duly taken,
sworn to and subscribed before me at
the place and time mentioned therein
and in the caption thereto, pursuant
to the notice annexed. In witness
whereof I have hereunto set my hand and
of seal, on this 12 day of May 1907.
J. D. Olinger J. P. Seal
Time employed, five hours.

M. V. Reese
vs. Depositions

J. M. Pritchard


Received by mailing
Condition and filed
2/21/1908

A. B. Munsey

Costs
Juries \$3.25
J. P. Olinger
Witnesses / do .50

53 $\frac{00}{100}$

On the first of May 1890
I promise to pay M. V. Reese
Fifty-Three dollars, with le-
gal interest from date, and
I waive the benefit of my
homestead exemption as to
this obligation, Given under
my hand and seal, This octo-
ber the 4th 1889.

J. M. Richardson 

"29¢" 12

I assign the within
note to H. C. T. Reesor
for value received of him
this 5th of Oct 1889
W. V. Reese

Mr. J. M. Prichard:

Take notice, that on the 12 day of May 1900,
at J. D. Clinger's dwelling house in the town of Clinger
in Lee County Virginia, between the hours of 10
o'clock A.M. and 6 o'clock P.M. of that day, I shall proceed
to take the depositions of J. B. Clinger and others to be
read in evidence in my behalf in the suit in
equity depending in the Circuit Court of Lee
County, in which I am plaintiff and you are
defendant; and if from any cause the taking of
the said depositions be not commenced on that-
day, or if commenced, if they be not completed
on that-day, the taking of the said depositions
will be adjourned and continued from time to time
and from place to place, and between the same
hours until they are completed.

Respectfully

M. V. Reese

M. V. Reese
vs of notice to take
depositions
J. M. Prichard

Virginia Lee County Court:

I W. H. Johns

do solemnly swear that
this day
I have executed the within

notice by delivering a true
copy thereof to J. M. Prichard
by whom under my hand
this 3 day of May 1900.

W. H. Johns
sworn to before me this

3 day of May 1900 by,
W. H. Johns

J. D. Chigge

To Mr.M.V.Reese:

You are hereby notified, that on the 2nd day of June, 1900 at the depot in the town of Olinger, Lee County, Virginia, between the hours of 9 A.M. and 6 P.M. of that day, I shall proceed to take the depositions of J.B.Olinger and others, to be read as evidence in my behalf in a certain suit in equity, depending in the Circuit Court for the County of Lee, wherein I am defendant and you are plaintiff; and if from any cause the taking of the said depositions be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day and from place to place or at the same place, and between the same hours, until the same shall be completed.

May 22, 1900.

Respectfully,

J. M. Prichard,
By counsel,

J. M. Prichard
ads, { Notice to
 { take
 { Depositions

Milton V. Reese

Served a copy of the
within notice on
M. V. Reese at his
residence, by deliver-
ing same to him.
This day, June 1st/1900

Virginia Deed Book 1, B. Thompson, Public
C. D. Bailey a Notary in and for Lee County
Virginia do certify that J. B. Thompson appeared
before me and made oath that he presented the
within notice by delivering a true copy of the
same to M. V. Reese on the 1st day of June 1900.
Given under my hand this June 2nd 1900.
C. D. Bailey N.P.

The depositions of M. V. Reece, J. B. H. Olinger and L. D. Bailey taken at the depot in the town of Olinger in Lee County Virginia on the 2nd day of June 1900 to be used as evidence on behalf of the defendant in a certain suit in Chancery now pending in the Circuit Court of Lee County Virginia wherein M. V. Reece is Plaintiff and J. M. Prichard is defendant.

Present W. L. Woodward counsel for defendant, and J. M. Prichard the defendant in person, and M. V. Reece the plaintiff in person.

Ques. 1. M. V. Reece a witness of lawful age being duly sworn and says: State your age, residence, and occupation.

Ans. 1. I am thirty three years old. I am a farmer. I reside at Olinger, Va.

Ques. 2. Are you the plaintiff in this suit?

Ans. 2. Yes Sir.

Ques. 3. In your deposition you state that ~~you~~ J. M. Prichard paid you the 1st note, look at the note and see if the credits on ~~the~~ the back of it are correct.

Ans. 3. I don't think they are. I know they

are nat. which

Ques. 4 Please state ^{which} of these credits on this note are not correct?

Ans. 4 The \$2.75 credit is not correct.
The \$12.15 credit is not correct.
I do not think that I owed him
that amount, This credit was
not placed on this note by any
agreement between us.

Ques 5 The \$3.50 credit I do not remember was applied
What was the ~~balance due on~~ ^{amount over paid}
the first note to be credited
on the second note, after the
fifty three dollar note was
executed?

Ans. 5 I do not believe that the fifty
three dollar note paid the
first note.

Ques 6 If there had been more than fifty three dollars due you why did you not take a note for the full amount due you on the first note?

It was by mistake of 20 dollars
paid me which was acknowledged
in the deed.

Did you write this letter handed
you, to Dr. Orchard from Laredo

West Va dated June 29 1890⁹
Ans. in which you refer to the fifty
three dollar note?

Ans. & This I believe is my hand write
I don't remember much about
the content of the letter.

Ques 8 Did you write this letter handed
you, to Dr. Richard from Garman
Boyd & Co. D.C. dated April 17 1890
in which you refer to owing Bony
Turner a balance on a note?

Ans. 8 I believe this is my hand write

Ques 9 Do you know whether or not the
note referred to in the last mentioned
letter was the same note on which
Pot Wood obtained a judgment
against Annita Reese your
mother?

Ans. 9 I do not know

Ques 10 How long have you been
living in Lee Co since you came
back to reside here?

Ans 10 Two years I think a little over
two years. And further this
deponent sayeth not.

MV Reese

J. B. F. Olinger another witness of
lawful age being duly sworn deposes
and says.

Ques. 1 What is your age, occupation and
residence?

Ans. 1 I am thirty eight years old.
I am a farmer I live near
Olinger Va.

Ques. 2 Are you acquainted with M. V.
Reese, J. M. Prichard & J. B. Olinger?

Ans. 2 Yes Sir I am

Ques. 3 At the time they were locating the
L. & N. R. R. through this Co.
~~Were~~ you called as a witness to
an agreement made at the
Turkey Cove Seminary
between J. M. Prichard & J. B.
Olinger in which J. B. Olinger
appointed J. M. Prichard his sole
agent for selling lots in the proposed
town of Olinger & objected to by Plaintiff
as being immaterial

Ans. 3 I was called as a witness to the
contract referred to. Dr. Prichard
had a petition for the purpose of getting
a depot at Olinger and I signed it.

Ques. 4 In said contract ~~that~~ was J. B.
Olinger to pay the usual percent
for selling lots?

Ans. 4 I do ^{not} recollect ~~any~~ about anything being
said in relation to the percent to
be paid Dr. Prichard

Ques 5

Are you acquainted with the lot on which Dr. Richard's house now stands & which was deeded to said Richard by J B Olinger & wife?

Ans 5

I am

Ques 6

What was a fair cash valuation of said lot at the time the contract above referred to was made between J. M. Richard & J. B. Olinger?

Ans. 6

I think Twenty five dollars was a fair cash price for the lot. And further this deponent sageth not
J. B. Olinger

Ques 1

C. D. Bailey another witness of lawful age after being duly sworn deposes and says
State your age, occupation & residence

Ans.

I am forty four years old I am a school teacher & farmer I live near Olinger Va,

Ques 2

Are you acquainted with J. M. Richard M. V. Reese & J. B. Olinger?

Ans. 2

I am

Ques 3

Are you acquainted with the lot on which Dr. Richard's house now stands and which was deeded to said Richard by J B Olinger & wife and if so what

would have ^{been} fair cash value of it at the
time the S & N. O. R. was being
built through Lee Co.

Ans. 3 I think Twenty five dollars
would have ^{been} a fair cash
price for said lat. And further
this deponent saith not.

C. D. Bailey

No other witnesses appearing The
further taking of the depositions
is adjourned till Wednesday June
6th 1900 at the same office of
C. D. Duncan in the Town of
Jonesville Virginia,
This June 3rd 1900,

J. D. Clinger J. D.

Met pursuant to adjournment at the law office of C.T.Duncan in the town of Jonesville, Va. June 6th, 1900.

Present H.L.Woodward of counsel for defendant.

J.M.Prichard a witness of lawful age being duly sworn deposes as follows:

Q.1.-- Please state your age, occupation and place of residence.

A.-- I am 48 years old, a physician and reside at Olinger, Va.

Q.2.-- Are you the defendant in this case?

A.-- I am.

Q.3.-- Please state how you paid M.V.Reese for the land which you purchased from him?

A.--I gave him three notes in payment for land, one due in six, one in twelve and one in eighteen months. I paid him a twenty dollar gold piece, which was counted out of the price to be paid for the land and is so stated in the deed. On October the 4th 1889 Mr. Reese came into my office in person and I paid him the first note in full as shown by payments credited on the back of the note when I took it up from the hands of M.V.Reese. I also overpaid the same note by the sum of \$17.36 which was included in a \$53.00 note drawn by me payable to M.V.Reese for the benefit of Tip Reasor, that M.V.Reese might trade said \$53.00 note to said Reasor for cattle. I also overpaid it by the further sum of \$5.00 which M.V.Reese was to pay me for a pistol, and M.V.Reese agreed to and permitted the credits to be endorsed on the second or twelve months note here sued on, and he then delivered up to me the first note as fully paid and I herewith file the first note showing settlement and credit marked "First Note". I accepted an order from M.V.Reese in favor of D.Z.Parsons for \$45.00 and paid same in full February the first 1890, the receipt is filed with my answer as "exhibit 1". I further paid C.B.Turner C.L.C. \$15.93 on a judgment obtained against Arminta Reese in favor of W.P.Wood, and I paid this on the written order of M.V.Reese as shown in his letter filed herewith and marked "letter 1". I further paid Mary J.Jones \$125.00 in two payments on the written order of M.V.Reese here filed as "letter 2". I first paid \$100.00 devoting \$55.03 to the payment of the principal and interest on the Tip Reasor \$53.00 note and so specifying in the re-

ceipt filed as exhibit 3. The remaining \$44.98 was to be credited on the note here sued on and known as the second or twelve months note. The \$35.00 which I paid her at another time, receipt for which is here filed, marked exhibit 4, is properly credited on the twelve months note. On the 16th of June 1891 I paid C.B. Turner C.L.C. the sum of \$16.11 on a judgment in favor of Luther Slemph against M.V. Reese as shown by my ledger page 183 herewith filed, which last mentioned sum should be credited on the twelve months note. I paid this amount ^{for} ~~to~~ Luther Slemph to the officer out of my own money and not out of M.V. Reese's corn. On or about the 7th day of April 1892 I sold M.V. Reese two stacks of hay at \$14.00 per ton. I here submit my day book then carried with me in which the weights and price were first entered, also my ledger page 121, and Mrs. N.B. Slemph's weigh bill in her own hand writing. The weight bill was brought to me from the scales by M.V. Reese himself. The amount of hay was \$ 4488 pounds and the amount to be paid me for it \$31.41 as indicated by C. Slemph's figures on the weigh bill before the same came into my hands. This sum of \$31.41 should go as a credit on the twelve months note here sued on. I further paid Judge H.J. Morgan by the hands of W.N.G. Slemph the sum of \$14.26, being a balance ^{cost} left of the \$20.26 incurred by M.V. Reese in division of land between the Reese heirs and then held against the land which I had purchased from M.V. Reese. This last sum should go as a credit on the twelve months note here sued on. I paid as cost in a suit in defence of the title to the land purchased from said Reese the sum of \$13.39, and this sum should be a credit on the note here sued on. I further paid C.B. Turner C.L.C. the sum of \$13.98 on the "Waddel note" herewith filed with the calculation of the amount interest and cost at the time paid. I further paid C.B. Turner the sum of \$7.23 for M.V. Reese and file herewith letter from M.V. Reese as my order ~~x~~ marked "Letter 1". M.V. Reese says in the letter that he owed Bonny Turner the sum of \$62.50 with a credit of \$53.00 and that he thinks the balance was about \$6.00. I paid the balance of \$7.23 as shown by check filed with my answer marked "Exhibit 8". Both of the last mentioned sums should be credits on the note here sued on. I further paid M.V. Reese the sum of \$1.25 in professional services.

I further paid Mr Reese the sum
of \$88.46 ^{on the order of Mr Reese} on the ^{promissory note, on} order of Mr Reese
as shown in "ex 9" This money was
paid to Beaura Olinger who on
June 22/89 garnished or attach-
ed that sum in my hands, and
ordered me when it fell due to
be paid to Mr Reese to give him
Beaura Olinger a credit for that
amount on a Doctor & Surgeon's
bill which he Beaura Olinger
owed me for Amputation of
his leg, and 43 days subsequent
attention, and attention previous
to amputation, The money did
not fall due to be paid to Mr.
Reese until the following Feb. 17/90
Soon after Beaura Olinger attached
this sum in my hands and order-
ed me to give him Credit for
it, he took sick, and died
about Sept. 1/89, but when
the money fell due to be paid
to Reese I gave Olinger Credit
for same on acct I held against
him, and as he had ordered ^{as directed} as
shown by the entry in my
ledger page 46. The amount-

of the account which Beaura Olinger
owed me at that time was \$110.⁰⁷
and together with hay sold to Jacob
Olinger and professional services
rendered to Jacob Olinger, amounted
to the sum of \$130.²⁷ and none of
the remainder has been paid by Jacob
Olinger except Chestnut timber to make
300 fence posts, valued at \$3.⁰⁰ and one
board tree valued at \$1.⁰⁰ and ~~28 oak~~
timber to make 28 oak rails, valued
at 28^c as shown on my ledger on
page 66 of ~~my ledger~~. Jacob Olinger
says in his deposition that he paid me
a lot of land in the town of Olinger in
payment of Beaura Olinger's debt.

The lot was given me in payment
of my services to him as per wit-
nessed contract, for drawing up
a topographical map of the coun-
try around Olinger Station, and
a petition and obtaining the
signatures of 130 heads of families
thereto, and forwarding or caus-
ing to the same to be forwarded to
the directors of the Louisville & Nash-
ville Rail Road Co. praying them
to cause the depot at Olinger Sta

tion to be located on its present site, and as a further inducement to me to move my office from Turkey Cove to his proposed town site & help build up the town, the lot lies outside of the town plat and was valued by C. D. Baily and J. B. Floyd Oliver ~~at~~ on oath - at \$25.⁰⁰ I also state that the lot is not worth over ~~\$25.~~ 25.⁰⁰

Jacob Oliver made me a deed to the lot valuing it at the full amount that he and Beaura Oliver owed me, I refused to accept the deed, and it remains unrecorded. And if the same ^{paid} had been on the debt, a \$25.⁰⁰ lot in Oliver would scarcely pay a doctor bill & hay bill of \$130.⁰⁷

M. V. Reese left Va for Ky, soon after my purchase of the land of him but returned about the time the first note fell due, received payment for it & surrendered ^{it} to me and departed for Ky, again, and after I had sent him cash and paid him for others on his own orders, the full amount of the money due him for the land, and refused to

to send him any more, Though he
appealed to me hard, saying that
if I thought that I might possibly owe him
as much as \$5. or \$10.⁰⁰ to send him that
much as he was going to get married ^{see "Letter 8"}
and I still refused to send him any
more money, and notified him
that I had already overpaid
the amount due him, he then
wrote me a letter, stating that
if I would pay him \$100.⁰⁰ more,
that he would make me a "good deed",
as he was under age when he sold
me the land, and that my deed
was not valid unless he chose
to make it so. I refused to be
squeezed thus, and as John M.
Bailey still held the 18 months note,
I notified him that he would have
to show that I had a good title to
the land purchased of Reese, he
for his note, assigned him by
Mr Reese could be considered a
good note, J M Bailey sued me
on the 18th months note, and showed
that Mr Reese was over 21 years
of age when he acknowledged
the deed, and the Court ruled that

The note was valid, I sustained ~~then~~
a loss or damages of about \$40.00
in Costs &c, on account of this suit.

The whole of the foregoing
answer is excepted to because
taken nearly verbatim from an
answer prepared by witness, and
read off by him to the typewriter
as to that part of answer which is
type written, and the part of answer
in writing, was copied by said witness
from the answer prepared beforehand
as first aforesaid, and that part of his
answer which pertains to the suit of
J. M. Bailey on third note, and his claim
of \$40.00, damage in said suit, are further
excepted to because immaterial to the
issue in this cause.

J. C. Nail for Plff.

Ques

Did you ever furnish M. V. Reese
a statement of the payments you had
paid him on the note sued on and try
to settle with him?

Ans.

I did, About two years ago I furnished
Reese a statement (in writing) with a
pen & ink) of the amounts, Costs &
interest paid for him, on his order,
and on garnishes or attachment, and

And the amounts of Cash paid Mary Jones
for him &c. Reese took the statement away
from my office with him, and after
ten or twelve days returned with it,
with memoranda written on it with
pen and ink, in his own hand, &
stated that he had forgotten the par-
ticulars, but would give me
"a clear receipt," if I would pay
him back, or return the amount of
the Beaura Olinger notes, which I
had previously paid Olinger for
him on his order as shown in
"Ex 9" I here file the said statement
made to me by Reese & returned by him
to me, — with his own writing
thereon, marked "Statement."

Ques.

What amount do you claim
that M. V. Reese owed you on ac-
count of over-payments on his notes?

Ans.

On a rough calculation I made it

\$86²⁶

Ques.

Will you herewith file the mem-
orandum which you used in giving
your depositions and state why you
used same? The part of foregoing question
which ~~assumes~~ ^{witness to state why used memorandum}
~~is excepted to, because not pertinent~~ ^{is excepted to, because not pertinent}

Ans.

Herewith file the Memoranda
of notes, figures, dates, amounts cost,
interest- &c, because excepted to,

and because just previous to my giving my deposition, I asked your honor if such memoranda could be referred to - to refresh my memory, and you told me they could, and I only so used them, to get, amounts, days, dates, & subjects, as there were such a mass of them that I had to refer to the dates & different times, to get them correct and in proper sequence.

Ques. Did Perry Olinger's mother after his death ever offer to give up to you the notes which Perry held against M. V. and Arminia Quice?

Ans. ~~As~~ She knew the notes had been paid her son by me, and got the notes & held them out to me, I was going to survey some land & told her I would get them on my return, I was called away in another direction & did not return for the notes, Mrs. Olinger took sick and died pretty soon thereafter and the notes fell into the hands of Jacob B. Olinger, who

yet has possession of them. And further this document ^{with} that J. M. Pritchard has all of the foregoing depositions of J. M. Pritchard is excepted, for reasons ^{answer to} already stated under question 3. and for the further reason that the same was

not taken between the hours specified
in the notice, to take said depositions.
Said notice specifies that the depositions
shall be taken between the hours of
9 A.M. and 6 P.M. whereas the deposition
was taken between the hours of 6 P.M.
and 11 P.M.

J. C. Noel, for Plff.

The foregoing exception is not prop-
er because the time at which this
deposition was taken was by agree-
ment with attorney for plaintiff,
and also said attorney was present at
the taking of same.

H. L. Woodward for deft.

No other witness appearing the furth-
er taking of ^{these} depositions is adjourned
till tomorrow at the same place.

This June 6th 1900.

J. D. Olinger J. D.

Met pursuant to adjournment
at the law office of C. T. Duncan
in the town of Fowlesville Virginia
on June 7, 1900. No witnesses appeared.
Virginia Lee County Court,

I, J. D. Olinger a justice of the
peace ^{for the} county aforesaid in the state
of Virginia, do hereby certify

~~the~~ the
that the foregoing depositions of M. V.
Ree, J. B. T. Olinger and G. D. Bailey
were duly taken sworn to and sub-
scribed before me at the Town of Olin-
ger Virginia, on June 2nd 1900 between the
hours of 9 A. M. and 6 P. M. and for the
purpose mentioned in the caption and pur-
suant to notice hereto attached.

The deposition of J. M. Prichard was
duly taken subscribed, and sworn to before
me at the law office of G. V. Duncan in
Jonesville Virginia pursuant to adjourn-
ment on June 6 1900, to be read on be-
half of defendant.

Given under my hand this the
7 day of June 1900,

J D Olinger J D

J. M. Pirhard
ack { depositions
M. V. Reese

Received from J. D.
Oliver the J. P. before
whom taken and
filed June 7th 1900
A. B. Munsey clerk

Costs J. P. \$1.50
wits 1.50

This deed ^{was} made this the 19th day of February 1889 between Milton V. Reese of the first part and J.M. Pritchard of the second part all of the County of Lee and State of Virginia, Witnesseth, That in consideration of the sum of seven hundred and seventy-two dollars and fifty cents (\$772.50) in hand paid and secured to be paid by the party of the second part to the party of the first part, ~~and~~ Twenty dollars of which is hereby acknowledged paid, and Seven hundred and fifty two dollars and fifty cents (\$752.50) secured by note to be paid to the party of the first part by the party of the second part in three equal installments and to be paid in six, twelve and eighteen months from the above named date, the said party of the first part by these presents give, ~~grant~~, bargain, sell, deliver and convey unto the party of the second part a certain tract or parcel of land lying and being in the Craborchard in the county of Lee and State of Virginia and divided by the commissioners into two lots and numbered in the plat Lot No. 5 and Lot No. 14. Lot No. 11 is bounded as follows: Beginning at 1 a stake four links west of a black gum and chestnut pointers (about three poles north of the top of Wells' ridge) corner to Lot No. 4, thence S. 60 1/4 W. 13.63 poles to a stake S. 72 3/4 W. 4 poles to J a stake and pointers, corner to Lot No. 6. Thence with a line of the same S. 40 1/2 E. 384 poles to (K) a stake on the original line and about 1 1/2 ^{poles} east of a hollow and by a black-oak, white-oak, and chestnut-oak pointers & chestnut oak about 3/4 poles east of said hollow, Thence with the original line N. 61 1/2 E. 60 poles to (L) a stake corner to Lot No. 4., said stake is 8 poles east of public road where it crosses a branch at a small culvert or bridge, said stake stands about 1/2 pole west of a red oak pointer also a black gum pointer 3/4 poles west, Thence with a line of Lot No. 4 ^{A.} 10 3/4 W. 363 poles to (I) the Beginning, containing 85 acres be the same more or less.

Lot N 14 is bounded as follows; ^{to wit:} Beginning at (7) original corner two whiteoaks (now a tree and stump) on the south side of Crab orchard creek thence with Original line N.38 1/2 W. 28.87/100 poles to (8) a stake corner to Lot No.10 and with a line of same N.52-49 E. 25 32/100 poles to 9 a sugar-tree and two buckeyes and stake on the south bank of said creek corner to lot No.13 and with a line of same S.38 1/2 E.79 1/4 poles to a large water oak fore and aft line tree continuing same course in all 140 poles to (10) a stake large ~~xxxxx~~ white oak and chestnut pointers near the top of Wells ridge thence S.72 3/4 W. 39 1/2 poles to (11) a stake on the original line and with same N.26-50 W.60.8/100 poles to (7) the Beginning containing 18 acres be the same more or less. To have and to hold said tracts or parcels of land with all their appurtenances unto the party of the second part and his heirs forever. And the party of the first part covenants that he will warrant generally the title to the land hereby conveyed. And the said party of the first part hereby reserves to himself the vendor's lien on said land until the purchase money therefor is fully paid. Witness the following signature and seal.

Milton V.Reese (Seal.)

Virginia, Lee County, to wit:

I, John Riddle, a Justice for the County of Lee and State of Virginia do certify that Milton V.Reese whose name is signed to the foregoing deed dated February 19 1889 personally appeared before me in said county and acknowledged said writing to be his act and deed.

Given under my hand this the 4th day of October 189⁰

John Riddle, J.P.

Virginia, Lee County, to wit:

In the Office of the said County, April 4th 1890. This deed was presented and with the certificate thereto annexed admitted to

record.

Teste: John R. Gibson, Clerk.

Acopy, Leste: B. M. Morgan Clerk

J. M. Prichard
From ³/₂ Deed

Milton V. Reese

D.B. 25 p 27.

Exhibit "A"

Cerk 85-c

\$250.⁸³/₁₀₀

Twelve months from date I promise to pay Milton V. Reese the just and full sum of Two hundred & fifty dollars & eighty three cents, with legal interest, for value received in hand and I waive the benefit of my homestead exemption as to this obligation. Given under my hand & seal this the 19th day of Feb. 1889.

J. W. Richard *Seal*

Credit -
Oct 4/89 By Bal.
on Note \$17.36

^{11th} Nov 1/889, Credit
By 1 pistol - \$5.00

Credited on the
within Note \$25.00

Cash. paid July 11/91.
Mary Jones

Exhibit "B"

2nd Note



This is all the size
envelop I have & dont
know what to do but
direct it to name

Garner Ky
Boyd Co

April 17th 1890

Mr J. M. Trichard

Dear Sir

Just recieved your letter
yesterday &orrow to hear
of your being confined so
long I have got entirely
well except I have a consider-
able cough, think I will
get shut of it soon

I borrowed some
money of a fellow before
heard from you, & was depending
on getting some from you
soon it is due now & I dont
know what I shall do, with-
out sacrificizing something

I am going to see him
in the morning & get him
to wait a couple of weeks longer
hope by that time you
will be able to send it
to me. So do the very
best you can for your
self & me to, but if you
can only send a little
it will help.

(I owed Barry Turner
a note of \$62.12 & Mary has
a receipt against it for \$53.00
which leaves \$9.12 and also
Charlie Cox was to pay himself
down for me but I want
know how much but seems he will
the remainder is not but
six dollars & all so Sap
woods holds the note &
a loan on it so I think
he ought to produce the

note & if pa did not
pay what he owed me
on that cost tell
him to see Turner &
settle it with him
then I think he got some
unlawful money off me
on that Alf Dimp note
but when he produces
the note pay the remainder
~~and if he dont produce~~
~~it at once~~ you need not
hold anything back to
pay it if you can ~~and~~
if pa pays
him what he owes me
I believe have
all that is due him
Yours Truly W.P. Keene

M. V. Rie's let-
ter on the Bouy
Turner & Alf
Slump, Notes,
W. P. Wood

"Letter 1."

J. M. Trichard

Kuredo West Virginia
June 29th 1850
Dr J. M. Prichard

I received a letter ^{from} ^{you} saying
you was down with flux & unable
to get any money for me
well I haven't ~~had~~ well since
I had measles & not able to work
by rights, & it has been five or six
months since it was done & I have
needed it all the while now. I want
you to send it to me at once.
My wife has the notes one of \$5.00
which I bought back from Rip Pearson
and some on a another you said
you did not own one over six to five
dollars at the other side well I think
your mistaken but a true settlement
will show & ~~what~~ ^{where} ever it is I
want it all together & as quick as
possible, but I hate to be in a hurry
but I can not help it.

Now please get out & get
it for me at once & give it to
my wife & account of all you have
paid me & get your notes

which she will register to me
at Garretts Ky & I will get it

Please remember I am
in need

Your Friend M. V. Reese
Kuredo W. Va

I'dress here if you
wish for I have but here
a much & will remain

Letter on
the 5th note

"Letter 2"

Bev do W. Va
May the 15th 1886
Mr. J. M. Brichard
Dear Sir

Your letter
received some days
ago, think you are
mistaken about
me making any
threats, certainly
did not mean
any. Neither
hard I thought
hard of you
for not sending

me my marriage
promptly. I wanted
a settlement so as
I would know
how we stood as
much, & I am
coming home in
about a month
(Couldnt you kind
of guess at what
you owe me if any
thing, may be you
do not owe me
anything for I
present a statement
of a thing you have
paid me & And you
know I havent
much I don't know
we stand)

(but if you will
guess at it and
if you think ~~if~~ ^{you give me anything}
~~if~~ ^{it is only}
5 or 10 dollars it will
help me, for I am
going to bring a woman
home with me a
wife you ^{confidently} know, then
I will have it
calculated and if
you should have
ever paid me
I will rectify
I am hoping to
hear from you
Soon yours


Yours
M. V. Bruce

"Letter 3"

Paid on this note \$254.29 This Oct 4-1889.
Which was full amt of note & interest - Jm. P.
There were partial payments & int was only \$3.45-

\$250.⁸⁴/₁₀₀

Six months from date I promise
to pay Milton V. Reese the sum
of Two hundred & fifty dollars and
eighty four cents with legal in-
terest for value received in land
and I waive the benefit of my home-
stead exemption as to this obliga-
tion, Given under my hand & seal
this Feb. 19th - 1889.

J. M. Richard 

M. V. R. To apr, Shin Hard	2.75
To Bal. money sent Texas	12.15
" One horse	100.00
" 1 Saddle	10.00
" 1 Bridle	1.50
" 1 pr Boots	3.75
" 1 Hat	1.25
" 1 pr. Gloves	.75
" Order Bot. carriages	3.50
" Amt Paid Alf Slump	82.95
\$53.00 Note for Tip Reesor	153.00
	<hr/> \$271.65
	254.39
	<hr/> \$17.26

This amount credited on
 The 2nd Note
 To One pistol

	5.00
	<hr/> \$22.26

Amt. of Withine Note	250.84
" Int. - partial pay'ts -	3.45
Subt. from amt paid	<hr/> \$254.39

First Note

Note -

for Richard

To
 M. V. Reese

\$250.⁸⁴/₁₀₀

Paid.

\$60.00

twelve months after date we do
Either of us bind our selves to pay
to the order of Charley W. Waddell
Sixty dollars for value Received
of him and we here by waive the
benefit of the home stead Law as
to this debt - witness our hands and
Seal This August 13th 1888

M. V. Reese (Seal)

Armintha Reese (Seal)

witness C B Turner C L B

For value received
hereby assigns the within
note to W. P. Wood
Aug. 8th 1889
L. B. Turner

Thousandths

Septe

672

Great the
 William
 & Anne Turner
 at the hand of
 Wm. Bee -
 \$5-3-00
 No -
 L. J. Turner

I have by assign on this
Note on Mita & Mito
Reese over to C.B.
Turner for value
Received of him Feb 19
889 Ld. W. Wadde

Poor Quality Original. Best Possible Capture

Aug. 13. 1888.

1890-7-21
1888 8 X 3

Time 1 11. 8.
To me da

60.00
6
 360 00 1 yr.

3.30 11.2mo

$$\begin{array}{r} 08 \\ \hline 98 \\ \hline 00 \end{array} \quad \begin{array}{l} 8 \text{ da. } \frac{11}{12} \end{array} \left. \begin{array}{l} 3.60.00 \\ 36 \end{array} \right\}$$

$$\begin{array}{r} 66.98 \\ 60.00 \\ \hline 66.98 \\ 53.00 \\ \hline 13.98 \end{array}$$

M. V. R.

W. H. Schieffelin & Co.'s Soluble Pills

Preferred when not otherwise specified.

R 2 Men's shirts

1 Wool undershirt

2 for drawers

6 Towels

10 Cotton handkerchiefs

6 for Woolen soap

1 for Cotton soap

6 for Children - Junior

1 Kerchief & two box gone

J. N. P.

2 for Woolen soap - gone

7.76 Reese

1.00 Hyatt

8.76

9.00 @ 50¢

\$
for cent @ 5.00

2025

480

480

960

25

PRINTED AND SOLD BY THE

W. H. SOUTHERN & CO. 200 N. B. ST.

W. H. Schieffelin & Co.'s Soluble Pills

Preferred when not otherwise specified.

R Hay hauled

by M. V. Reese Apr 1892

1st load ✓ # 9.12

2 " 2 9.16

3 " ✓ 13.80

4 " ✓ 12.80

4.488
.70

14.00

14.00

3.41.60

31.41.60

\$ 31,41,60

488
70

3,41,60

See Oct-16th & 17th/91

for 4 Shells oysters
got at Fort's

Jas. Hornoy-
Col. Cook at Ellick
Colliers—

8

W. H. Schieffelin & Co.'s Soluble Pills

Preferred when not otherwise specified.

R

3rd degree.

A. P. Daniels

Dolls Lodge 44
" Tex -

L. O. F sent - 10 1/2

Ely kept - 4 1/2

J^m Connolly A. S.

N. M. Edwards R Secty

weekly benefits \$5 funeral ex-
penses \$50.00 dues paid up
until July 1st / 892.

4
Ely's Charge 10/10
Sept 25/90

W. H. Schieffelin & Co.'s Soluble Pills

Preferred when not otherwise specified.

R "Tonic Prescription."

Tr. Gentian ℥viii

Tr. Styr. Vom. ℥iv

Aqua Purra. ℥vii

Hypophosphite of Lime ℥ii

Hypophosphite of Iron, ℥ii

M. Sig. - Tablespoonful
Three times a day.

Mrs. E. R. Tennant

Marietta Ga. Oct

Cons'n July 19/92.

- For -

Rheumatism.

R.

Gum Guaiacum, ʒi

Flower Sulphur ʒi

Salt peter ʒss

Alcohol (add) ʒiv

Water ʒij

M. Sig. Shake well
& take a tablespoonful
Three times a day.
At a Conon.

July 19/92

W. H. Schieffelin & Co.'s Soluble Pills

Preferred when not otherwise specified.

R

Pres. for Clopp

Pl. Cut it off

Close up to the

belly, on the very

first appearance

of the disease.

Wm. H. Schieffelin

Ind. Phil.

2

("Day Book.")

103 acres @ 7.50 = 772.50
20.00

1st note 257.50

int.

second 257.50

int.

M. V. R

By First note & int. when paid

By second note & int. when paid,

\$ 520.18

1888

May 13th To Aunt Shinn wort. A Davis ^{Finance note} 273

" Neck tie X .25

" 2 ds work Jim Davis X 1.00

" 1 " Finance note X .50

Nov 20 " Cash with Int-15 date (Tax) ^{Cred & pd int com} X 25.25

Feb 19th 89 To 20 gold piece refunded 20.00

" " " " 1 horse 100.00

" " " " 1 Saddle 10.00

Buckle 1.00

pr. boots 3.50

Hat, 1.25

Pa, gloves .75

Order H. Carries 3.50

1 Pistol 5.00

all in ride in the
credit of our note
all \$137.30

\$ 173.80

~~17.72~~

Apr. 92 To hay, 4488 @ 14. per Ton = 62,832
 No 3, 54 @ 65 per hundred = 35,100
 First payment should have been 9.84.
 \$22.56 in place of 17.36 ————— X 517.54 X 22.56

Beaura Olinger X 85.46

D. J. Parsons 45.00

Luther Slump 16.11

Bal. Dir of lands (I will pay if contract) X 14.26

Bal on Radell note 13.98

Acknowledging deed .50

Pat woods X 15.98

Alf Slump 82.95

Mary Jones Cash 25.00

" " " 100.00

\$439.30

Am't over \$137.30 173.80

Am't spent defending title (if according to agreement) X 12.77

\$625.87

To note int-paid to Bony (produce note)

Turner M. V. & Minta Reese X 7.28

\$633.15

Statement

May 28th/91
M. V. Reese
Jm



J. M. Trichard
Turkey-cove
Va

Poor Quality Original. Best Possible Capture

1876

Election of
County Officers May
28th/91.

Exhibits filed with deposition
of J. M. Richard,

Mr. ~~St~~ O'Neal
No. 2 in drawing
J. M. Richard

Dr. J. M. Prichard
Turkey Cove, Va.

Dear sir:

you will please pay Dr.
G. Parsons forty five dollars out-
of \$250⁰⁰ land note due me Feb 1, 1890.
and this shall be your receipt for
the same, on said note, Nov. 14, 1889

M. V. Reese

J. M. Prichard
order "Ex. 1"
\$45.00

I accept the within
order - J. M. Prichard
Nov 30/89.

Received of J. M. Prichard
\$45.00 in full of the within
order. Feb. 1. 1890
D. J. Parsons

VIRGINIA--Lee County, to wit:

To W. B. Turner, Constable of said county:

I Hereby Command You to Summon Minta Reese, if to be found in your District, to appear at John Riddle, in said County, on the 6 day of July 1889 before me or such other Justice of said County as may then be there, to try this Warrant: to answer the complaint of W. P. Wood and U. L. Kemp upon a claim for money not exceeding \$100.00, exclusive of interest, to wit: for the sum of \$12.81 due by note. And then and there make return of this warrant. Given under my hand the 29 day of June, 1889.

John Riddle, J. P.

W. P. Wood

AGAINST.

Anninta Reese

On the 6 day of July 1889.
IN DEBT.

At John Riddle, in said County.

JUDGEMENT, That the plaintiff recover of the Defendant, \$12.81, with interest thereon from the 22 day of Jan, 1889, till paid, and \$1.00 for costs.

John Riddle, J. P.

VIRGINIA--LEE COUNTY To wit:

TO W. B. Turner, CONSTABLE OF SAID COUNTY:

I COMMAND YOU, In the name of the Commonwealth of Virginia, that of the goods and chattles of Anninta Reese, in your County, you cause to be made the sum of \$12.81 with interest thereon from the 22 day of Jan, 1889, till paid, which W. P. Wood has recovered before me in a warrant in Debt, and also the sum of \$1.00 which were adjudged to said W. P. Wood for costs in prosecuting said warrant. Given under my hand 6 day of July, 1889.

John Riddle, J. P.

for the
within except
\$10.00-22-16-90.
by J. H. Richardson

Received of J. H. Richardson
on the within Judgement
Fifteen dollars & ninety-eight
cents (\$15.98) in payment in full
of all costs, interests principal
and commission This
June 16/91

C. B. Turner C. L. C.

Prin.	12.81
Int	1.51
Costs.	1.00
com.	.66
	<hr/>
	\$15.98

W. P. Wood

V.S.

Minta Reese

Returned & executed

July 6th 1889

C. B. Turner C. L. C.

Ex. 2.

\$100.⁰⁰

Turkey Cove, Va. July 27th/90.
Received of J. M. Prichard
for M. V. Reese, One hundred
dollars (\$100.⁰⁰) in payment
in full of a \$53.⁰⁰ note and in=
terest. The remainder to be
credited on a $250.\frac{53}{100}$ which
was due Feb. 17th/90. Both notes
due M. V. Reese for land.
Mary. J. Jones.

P. c. t. for
\$100.⁰⁰ paid
W. V. Reese
July 27/90.

Ex 3

10
6
11

\$25.00

Turkey Cove, Va. July 11/91.
Received of Jm. Richard. Twenty
Five — Dollars which is also
credited on a \$250.00 note due
M. V. Reece. Credited on note
also the named day & date
above. Date of note amount cred-
ited on — Feb. 19-1889.

Mary Jones

M. V. Reese

Receipt—

~~25.00~~

"24.4"

Turkey Cove, Va, Feb. 17th 89.
Dr. J. M. Prichard.

Please pay Luther
Stump \$2.50₁₀₀ out of the
first money due to me,
from you, for land, and
Oblige Yours Truly,
Milton Kiene

Sign these & return them
in your next letter

M. V. Reese's
Orders - to
pay money to
Luther Slemp
\$
Net-1611 M. V. R.

"4.5"

April 25 1892

To 4 loads

1 9 16 lbs

" " 9 12

~~10380~~

1280

4488 paid for weighing

N. B. Slump

4488
14
17982
4488
200628.32
3141


W

Hay

M. V. Reese
To Hay.

4488 @ 14
per ton

" 24 6"

M. V. Reese
-Hay-


The COMMONWEALTH OF VIRGINIA:

To the *Sheriff of Lee County*

-Greeting:

We Command you, That you summon the Virginia Coal & Iron Company, a corporation formed and existing under and by virtue of the laws of the State of Virginia, The Big Stone Gap Coal Company, a corporation formed and existing under and by virtue of the laws of the State of ~~Virginia~~ New Jersey, the Virginia, Tennessee & Carolina Steel & Iron Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, John C. Haskell, Agent, E. B. Moon, The Central Trust Company, a corporation formed and existing under and by virtue of the laws of the State of New York, Trustee, J. J. Kelly, Jr., John C. Olinger and Eliza Kelly, IracG. Sprinkle, Julian Sprinkle his wife, Jacob B. Olinger, David G. Reese and Aminta Reese his wife, Amanda M. Parsons, James Moore, Elizabeth Moore his wife, Wm. J. Parsons, W. F. Fhea, Trustee, H. E. McCoy, Christian VanGunden, Edwin F. Partridge, Frank Brenton, Charles A. Foster, John Flannagan, C. C. Sleng, Joseph Ely, James Pritchard, J. K. P. Legg, Wm. Legg, F. C. Ballard Thruston, A. C. Morris, Pearl Morris, Jordan Morris, Alexander Morris, A. Witt, the Crab Orchard Coal & Iron Company, a corporation formed and existing under and by virtue of the laws of the State of Virginia, ^{Marion} H. E. Harris, James Moore, Alma Hyatt, ~~xxxx~~ Parsons, Francis Barker, Elkana Barker, Daniel McKinny, Thomas Legg, Nathaniel M. Taylor, Geo. D. Taylor, E. H. Taylor, Geo. H. Pepper, A. A. Taylor, Robert L. Taylor W. C. Taylor, N. W. Taylor, Hugh Taylor, Dudley Job, E. Job, John Reeves, Enaline Reeves, Virginia Park, E. F. Birmingham and Cordelia his wife, Dr. Campbell and Dollie his wife, M. T. Dulaney, C. J. St. John and Carrie his wife, C. B. Smith and Lorina his wife,

John Beughman and Eva his wife, A. S. St. John and Ellen his wife, Corine Dulaney, Joseph S. Dulaney, Hugh Sullivan and Kate his wife, H. T. Jackson, Mrs. E. C. Murphy, Mrs. Mary Carter, T. L. Fuller and Annie his wife, James Moran and Lillie his wife, F. C. Jackson, Samuel D. Jackson, A. T. Love, Nathaniel Love, Robert F. L. Love, Frank D. Love, Frank LeRoy Shields and Mary his wife, Carlow Carter and Annie his wife, James Tipton and the unknown heirs of Lavina Tipton, To Appear as Rules at the Clerk's Office of the Circuit Court of the county of Wise, at the Rules to be held for the said Court on the first Monday in June, 1893, to answer a bill ~~xxxxxxx~~ in chancery exhibited against them ~~by~~ in our said Court by Joseph T. Johnston, Madaline Johnston, Annabella Johnston, Geo. W. Johnston, Jane K. Johnston, Mary E. Epp Samuel Epp, Elizabeth S. Crawford, Mary C. Krauth, F. A. Greathead, W. B. Skinner and Nellie his wife, Sarah E. Crawford, Rebecca E. Miller, Elizabeth Ramsey Robinson, F. Geo. Work, Jesse M. L. Work, Jane Smith, Rebecca Smith, Henry Work, Agnes Miles, Agnes Rheinhardt, Wm. H. Kane, Arabella Kane, Jane E. Drum, Thomas L. Drum, Simon H. Drum, Ella H. Drum, A. E. Drum, Julia K. Drum, Col. Findlay Drum, Wm. T. Drum, Roxie E. Drum, S. Herbert Gaisey, who are the heirs at law of John Johnston, deceased.

And have them and there this writ.

Witness, J. E. Lipps, Clerk of our said Court at the Court House the 27th day of April, 1893, and in the 117th year of the Commonwealth.

Teste: J. E. Lipps, Clerk
A Copy Teste: J. E. Lipps, Clerk

A copy for
James Pritchard for
M. V. Reese.

\$10.30
6

61.80
5-yr.

3.09.00

~~7~~ 7"

Ex 7

Big Stone Gap Va. June 16th/91.
Bank of Big Stone Gap.
Pay to the Order of C. B. Turner
Seven $\frac{23}{100}$ dollars
for value received by D. L.

Big Stone Gap Va. June 16th 91.

Bank of Big Stone Gap.

Pay to the Order of C. B. Turner

Seven $\frac{23}{100}$ Gallons

For value received

J. M. Richard

C. B. Turner

A. H. Flannery & Co

For Collection for
POWELL'S VALLEY BANK

JONESVILLE, VA.

W. K. ARMSTRONG, CASHIER.

For Collection on Account of
STATE NATIONAL BANK
KNOXVILLE, TENN.

"24 8"

"8 x 9"

Warra-

Shingon

Letter.

Garman Boyd Co Ky.
March the 5th / 889

Dr. M. M. Hill

My Dear friend

While I have the opportunity of mailing you a letter I will endeavor to write. I can say that I am well except a very bad cold. I have him to say your mother two or three times found a good friend in your mother. There is more life in her than half of the young girls. I stayed all night down there the other night & she followed me out to

gate and told me to
just come down when
I got ridy & stay as long
as I please

Walter & my self has rented
15 acres of ast ground from
your father. We havent
got all of our corn
ground fixed out
yet we only want about
20 acres but every body
wants to rent to us

I sold my mare this
morning for \$115.00

He took a like to my
saddle and bridle &
I told him whoes it
was & he bought it &
give me \$5.00 for it

I owe Luther Dwyer
\$12.00 & something I wish
you would pay that

Charlie Clinger
note on it if you collect
Ma. Crook. Bury Clinger
\$800.00 When my money
comes due I wish you
would pay that for
I guess they ever got
that much or more
he shore & make done
of them raskles up
there on the ridge
help ha work & I
will Duple it.

Write me all the
news. I am going
to take some good
paper for I am later
satisfied when reading
make Florence write
me fore she can tell
me more about the
boys & girls than you

I had rather be at
home than any
where if it wasnt
for so much temptation.
So I have set it down
to, brake my self from
home.

Jimmy Alf Slump is
mad at me & it is
uncertain what kind of
a tale he will start
on me about that
note. So you can
tell the people that
I didnt leave with
the intention of not
paying him from
what I left behind
Write soon your friend
and an old friend
M. V. Reese

A. M. GOINS,
ATTORNEY AT LAW,
JONESVILLE, VIRGINIA.

J. M. Prichard }
ads } in Chy
M. V. Reese }

Exhibits Filed with
Defts. Answer.

"Memoranda"

M. V. R. Dr.

✓ Bal. from St. now	\$ 17.26
✓ Pistol	5.00
✓ Bal. out of the 100	44.98
Cash	25.00
✓ L. J. Parsons	45.00
W. P. Wood	15.98
✓ L. Seamp	16.46
✓ Hay	31.41
✓ Div'n land	14.26
Madell	13.98
✓ C. B. Turner	7.23
Dr. Rice	1.25
Beaura Olinger	85.46
Madell	6.00
✓ Def. Title	13.39
	<hr/>
	\$ 342.66
Note	250.83
	<hr/>
	91.83
Bal. Overpaid +	

THE NEW YORK PHARMACAL ASS'N.

YONKERS, N.Y.

Dr Jm Britchard

Olinger

Va

Pharm.
N. Y. P.

"Memoranda"

Put in the 20 gold

"Mem" J. M. Prichard ^{\$53 note}

M. V. R. Called on me in person & settled up ^{on Oct 4/89} I paid M. V. R.

Explains
how it came
1726

all of first-note, as shown by the pay-
ments entered on the back of the note

when I took it up from the hands
of M. V. R. I also over paid the
same note by the sum of \$17.26
which was included in a \$5.3

note drawn by me, payable

to M. V. R. & for the benefit of Lip
Reason. I also over paid it by the

further sum of \$5.00 which M. V. R. was
to pay me for a pistol, and M. V. R.

5.00
Put in
the pistol

agreed to, & permitted the credits to
be endorsed on the 2nd or 12 months

note. I further paid Mary J. Jones the
sum of \$125.00 ^{cash} in two payments, on the

written order of M. V. R. here filed, as letter

Note 2"

I paid the 100 first, devoting

\$5.02 of it to the payment of the Principal
and interest, of the Lip Reason \$5.3

State how

note, & specifying in the receipt-
here filed, as Mary J. Jones claimed

that the note had not yet arrived
by mail from M. V. R. The remaining

The Bal

44.98

44.98 was to be credited on the note
here sued on, & known as the 2nd or 12

Another cash

25.00
payment

months note, & the same receipt-
specifics. The \$25.00 which I paid

While in his possession

The order

45.00

Explain

W.P. Wood

10-98

Explain how

The judgement

was obtained

& paid

L.C.

16.11

Luther Slomp

Exp. how ob.

& paid

I paid out of my own money & not out of Turner's exp. Costs

Hay -

her at another time receipt - for which is here filed, is properly Credited on the 12 months note (I accepted an order from M. V. R. ^{in favor of} D. J. Parson for \$45.00 & paid same in full Feb. 1/90. Receipt is filed as ex 1.) I paid C. B. Turner C. L. C. \$15.98 on a judgement obtained against Araminta Reese in favor of W. P. Wood. I paid it by the written order of M. V. R. as shown in his letter, marked "letter 1" "filed") On the 16 June '91 I paid C. B. Turner C. L. C. the sum of \$16.11 ¹¹ on a judgement in favor of Luther Slomp, as shown in my ledger, p. 183, ^{herewith filed} in my acct with C. B. Turner C. L. C. also by the rec. I sold M. V. Reese two stacks of hay on Hay - or about Apr. 7/92 @ \$14.00 pr. ton, I here submit my day book ^{marked Day Book} then carried with me, in which the "mini" weights & price were first entered in, also my ledger, page 121, & Mrs. N. B. Slomp's weigh bill, in her own hand writing. The weigh bill was brought to me, from the scales by M. V. Reese himself. The amt of Hay being 4488 [#] of hay, and the amount to be paid me by Reese was the sum of \$31.41 indicated ^{by} C. Slomp's figures made on weigh bill before the weigh bill came into my possession

31.41

Div
14,26
lands - Exp
plain that it
was against
The land

Def.
13,39
of title -
Covenant of
General War
renter
1398
Wadell
CLC
note,

723
Explain the
Check

about
6.00

85.46

MOR authorized me and
~~By written order in letter MOR~~
I paid Judge Morgan, by the hands of
Wm. G. Edmup, the Sum of \$14.26,
being a bal, left, of the \$20.²⁶ in
curred by MOR, in division of lands
among the said heirs, then held
against the land which I had pur-
chased from the said MOR, I paid
Attorneys, Clerks &c, or have secured to
be paid the sum of \$13.39 in defence
of the title which MOR made me
for the land purchased of him - said
title being under Covenant of a gen-
eral warranty, ^{and I had no title to other lands affected by said suit}
I paid C. B. Turner
the sum of \$13.28 on the Wadell note.
The note is here filed with the calcu-
lation of int, at ^{the} ~~that~~ time, ^{paid filed Wadell note} I paid
C. B. Turner, \$²³ for MOR, and
filed letter ~~one~~ ^{marked "Letter 1"} from MOR as my or-
der, MOR says in the letter that
he ordered Bony Turner a note of
\$62.50 with a credit of \$33.00 and
that he thinks the balance was about
29 dollars. In my answer to his
suit I filed the check for \$12.⁸⁷ ^{"Ex 8"} which
I gave Turner in payment of that
balance, ^{it being a little more than he estimated} I also furnished MOR med-
icine for himself and wife amoun-
ting to \$1.25, I also paid Beaura
Oringer the Sum of \$85.⁴⁶

on the order of M. V. R. shown in
 how the letter marked "Ex 9" I gave credit
 appeared to Beaura Olinger on his acct on
 disbursement. The 17th day of Feb, 1890, Beaura Olinger
 came, was at that time dead, but my pay-
 ment to M. V. Reese fell due on
 that date, & previous to ^{Beaura Olinger} his death,
 Beaura O. ^{on June 24/89} had attached or garnished the sum
 of \$85.46 in my hands, as shown
 by dep. of Joe Stewart, and ordered
 me when it fell due to be paid to
 M. V. R. to give him Beaura Olinger
 credit on the acct, which he Beau-
 ra Olinger owed me, for medi-
 cal ^{surgical} services, and the amputation
 of his leg. The full amount of the
 acct. owed me by Beaura Olinger
 was \$110.07⁴ and together with
 hay sold to Jacob Olinger, & Dr. Rice
 against Jacob Olinger, amounted
 to \$130.07⁴ none of which
 has been paid except the \$85.46
 garnished in my hands by Beaura
 Olinger, and ^{timber for} 300 chest fence posts,
 By J. B. and which is shown by reference to p 57 & 58. & 69
 and 28 oak rails, I also paid
 Or 600 A. B. Turner a note of \$6.00 which he
 held against ^{M. V. Reese} for collection,
 which note I think was in favor of

Mem. J. M. P.

The
Dock Madell or Charles M. Madell note
The note is lost or misplaced, but I fill my
ledger, showing in the apt of C. B. Turner
C. L. C. The whole Transaction, p 183

How the
lot came
to be deeded
why. The
consideration

J. B. Olinger says in his deposition that he
gave me a lot ~~in~~ of land in the town of O-
linger in payment of Beaura Olinger's debt.
The lot was given me in payment of my ser-
vices in drawing up a map ^{by contract to prepare} for the L & N,
R.R. Co. and getting 130 signers to a pe-
tition asking the Company to locate the
Depot at Olinger at its present site, and
also as an inducement to myself to move
my office from Turkey Cove to the town
of Olinger & help build ^{up the town} it up. The lot is
out side of the Town plat, and valued by
J. B. F. Olinger & C. D. Bailey - on oath - at
\$25. I also state ~~in my oath~~, that by
no means could the lot be valued a-
bove \$25.00. J. B. Olinger also owes me
\$17.00 for hay and \$3.00 for doctor bill, with
a credit on them of timber to make 300
Chestnut-fence posts @ 3.00 one board tree
@ 1.00 and 28 oak rails @ 28, J. B. Olinger
Claims that ~~he~~ he paid his son's debts, Even
if he had paid me the lot, on his son's
which he ~~did not~~ ^{did not} debt, a \$25.00 lot in Olinger, would
scarcely pay a doctor bill, & Surgeon's
bill of \$110.07 which Beaura Olinger

owed me at his death, less the \$85.⁴⁶
Garnished or attached against M. V. R.
and ordered paid, ^{same to be paid} on my acct when it fell
due, the following Feb, 19/90

M. V. Reese was in Ky, and after I had paid
& overpaid him, in cash, & on his written or-
ders, to others, & refused to send him any more
money in response to his appeals, for ~~more~~,
me to send him as much as \$5.00 if I thought
I might possibly owe him that much (as
he was going to bring a wife home with
him, and needed it very much,) he then
wrote me a letter stating that if I would
send him \$100.00 more that he would make
me a good deed, stating that he was un-
der age when he made the trade with
me, and that my deed was not valid unless
he chose to make it so. I refused to be
squeezed in any such way, and no-
tified John M. Bailey who yet held the
18 months note, that he would have
to prove that I held a good deed to
the land purchased of Reese, before
his note was valid, or he for would
pay any thing on it. Mr. Bailey instituted
suit against me for the amount of the
note, & Mr. Bailey who was raised here
got up proof that Mr. Reese was

really under age when he made
the trade with me, but that he
was about 6 months over 21 when
he acknowledged the deed. The court
ruled that Mr. Bailey's note was good, &
it has since been paid in full. It also
ruled that my deed from Mr. B. was
a good deed, all this is a matter of
record. I sustained damages to the
amount of \$40 or \$50 by reason of Mr.
Bailey's suit, in costs &c. by Mr. B.
attempt to beat me out of the
whole tract of land, after it had
been fully paid for. Mr. B. did
not know that his acknowledging his
deed after he became of age, made
it valid, and was demanding of me
\$100.00 in his letter, (which are in existence
yet,) or he would plead the infancy
act.

About August of last year I tried every
way to settle with Mr. B. ^{I got the \$300 note} & submitted a
statement of all amounts paid by myself to
him & for him, I gave him the statement
in writing. He took it off & kept it a week
or ten days & returned it, after making
~~notes~~ notes & comments on the same
piece of paper, with pen & ink, and I here
submit the piece of paper with both his wri-

ting

figures & my own on it,

The reason I took a receipt against that \$53.⁰⁰ & did not get the note was, that Mary J. Jones to whom I paid the money, for Reese claimed that the note had not yet arrived from Ky, though Reese wrote me that he had sent it to her, & ordered me to pay the money to her, See his letter, filed, ^{marked "letter 2"} when I called to pay it, I thought it would do just as well to take a receipt against the note as to get the note, Reese does not deny either receipt, or payment,

“
Memorandum,
”

After Beaura Olinger's death, his mother who knew that he had paid me the notes he held against m. & r. offered me the two ^{notes} one day when I was starting to do some surveying, not wishing carry unnecessary paper with me, I told her to keep them until I returned, I was called away in another direction & did not demand the notes of her, because they had been paid on a garnisher - and I thought ~~could~~ in no way be controverted, Mrs. Olinger died soon after & the notes fell into the hands of Jacob B. Olinger, who never demanded payment of the notes from me, but claimed to m. & r. that I had never paid them,

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU THAT YOU SUMMON

J. M. Prichard

to appear at the Clerk's office of the Circuit Court of the County of Lee at the court-house thereof, at the Rules to be holden for said Court, on the *1st* Monday in *October*, 189*9*, to answer a bill in chancery, exhibited against *him* in our Court by

M. D. Reese

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *8th* day of *September* 189*9*, and in the 12 *4th* year of the Commonwealth.

A. B. Munsey Clerk.

A copy—Teste: _____ Clerk.

Sept 23

85

M. V. Reese

VS.

SUBPOENA

IN CHANCERY.

J. M. Prichard

J. L. Noel p.q.

To 1st Oct Rules. 1899

CIRCUIT COURT.

Executed Sept 23
1899 by delivery of
an attested copy of
the within writ to
J. M. Prichard

D. P. Ely deputy sheriff
for W. J. McElham & Co

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU THAT YOU SUMMON

~~J. B. Olinger~~ ~~M. V. Reese~~

~~Mary Jones~~, ~~L. D. Bailey~~, ~~J. B. F. Olinger~~, ~~Joe Stewart~~,
~~Charles Waddell~~, ~~Alfred Slump~~, ~~Arthur Slump~~,
~~John M. Bailey~~

~~J. B. Olinger~~ at the town of Olinger at the depot
to appear before the Judge of our Circuit Court of the County of Lee, at the court-house
thereof, on the 2nd day of June 1900 ~~189~~, to testify and the truth to say
in behalf of the Defendant, in a certain matter of controversy in our said court
before the said Judge depending and undetermined between

M. V. Reese

Plaintiff, and

J. M. Prichard, Defendant. And this They
shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house the 22nd day of
May 1900 ~~189~~, and in the 124th year of the Commonwealth.

A. B. Munsey Clerk

Ely
J. M. Prichard

ado {

SUBPOENA
FOR
WITNESS.

M. V. Reese

Circuit

Court,

the 2nd day of June

1900

189

Executed by *Shimmer*
all the within named
witness except
Charles Wadde
Luther Slomp
this June 1 1900
by J. P. Eli, D. S.
for W. J. Milam

S. C. A

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Jacob B Olinger

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held
for the said court, on the 3rd Monday in December 1890, to answer as
a new party to a
bill in chancery exhibited against J M Prichard in our said court by M. V. Reese

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the 26th day of November 1890, and in the 12⁵ year of the
Commonwealth.

A B Munsey Clerk

J.P. Ely

Form No. 300 1/2.

M. V. Reese

vs. {

SUBPOENA

IN CHANCERY

Jacob B. Olinger

p. q.

To 2nd December Rules.

Circuit Court.

Executed December
the 7 1886 by Delivering
an attested office
copy of the within
Subpoena to
Jacob B. Olinger
J A Hawood
C J C